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9 **UNITED STATES DISTRICT COURT**
10 **WESTERN DISTRICT OF WASHINGTON**
11 **AT SEATTLE**

12 ANDREA GLADSTONE, individually and on
13 behalf of all others similarly situated,

14 v. Plaintiff,

15 AMAZON WEB SERVICES, INC.,

16 Defendant.

17 Case No. 2:23-cv-00491-TL

18 **SECOND AMENDED CLASS ACTION**
19 **COMPLAINT**

20 **JURY TRIAL DEMANDED**

1 Plaintiff Andrea Gladstone (“Plaintiff”) brings this action on behalf of herself and all others
 2 similarly situated, against Defendant Amazon Web Services, Inc. (“Amazon” or “Defendant”).
 3

NATURE OF THE ACTION

4 1. Capital One Financial Corporation (“Capital One”) has integrated a voice security
 5 solution provided by Defendant called Amazon Connect. Amazon Connect is a “machine-learning
 6 powered contact center service” for use in customer service departments, among others.¹ Amazon
 7 Connect “us[es] the power of machine learning...[to] provide built-in capabilities”² that help
 8 service agents assisting callers “provide personalized service,” the ability to “track and manage
 9 customer issues,”³ and “automatically search across connected repositories based on phrases and
 10 questions [] customers ask.”⁴

11 2. Capital One uses Amazon Connect in its banking and fraud operations.⁵ For its
 12 bank contact center channels, Capital One utilizes Amazon Connect to “help[] capture customer
 13 intent and provide a[] ... personalized customer experience.”⁶

14 3. Capital One utilizes Amazon Connect to manage, and thus monitor, the telephone
 15 lines that its banking customers in California and across the nation call to, among other things,
 16 receive support (the “Customer Support Center”).⁷

17 4. By virtue of providing the Amazon Connect service, however, Defendant also
 18 records, accesses, reads, and learns the contents of conversations between Californians and Capital
 19 One customer service representatives. And, crucially, Defendant never procured the prior consent,
 20 express or otherwise, of any person who interacted with Capital One’s Customer Support Center,
 21 prior to recording, accessing, reading, and learning the contents of conversations between
 22 Californians and Capital One customer service representatives.

23 ¹ <https://amer.resources.awscloud.com/contact-center/aws-amazon-connect-voiceid>

24 ² <https://amer.resources.awscloud.com/contact-center/aws-connect-machine-learning>

25 ³ <https://aws.amazon.com/connect/>

26 ⁴ <https://amer.resources.awscloud.com/contact-center/aws-connect-machine-learning>

27 ⁵ <https://aws.amazon.com/solutions/case-studies/capital-one-amazon-connect/>

28 ⁶ *Id.*

⁷ *Id.*

5. Through its use of Amazon Connect, Defendant has failed to comply with multiple provisions of the California Invasion of Privacy Act (“CIPA”), including CIPA §§ 631 and 632.

6. Plaintiff brings this action to prevent Defendant from further violating the privacy rights of California residents, and to recover statutory damages for Defendant having recorded, accessed, read, and learned the contents of conversations between Californians and Capital One customer service representatives without procuring prior consent, in contravention of CIPA.

PARTIES

7. Plaintiff Andrea Gladstone is a citizen of California and resident of Los Angeles County, California. Ms. Gladstone was in California when she called the Customer Support Center.

8. Defendant Amazon Web Services, Inc. is a Delaware limited liability company with its principal place of business at 410 Terry Avenue North, Seattle, Washington 98109. Amazon provides a contact center service called “Amazon Connect” with features that record and analyze callers’ voice and conversations, which is at issue here and described more fully below.

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because this is a class action where there are more than 100 members and the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest, fees, and costs, and at least one member of the putative Class is a citizen of a state different from Defendant.

10. This Court has general personal jurisdiction over Defendant because Defendant's principal place of business is in Washington.

11. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant is a resident of this District.

FACTUAL ALLEGATIONS

I. The California Invasion of Privacy Act

12. The California Legislature enacted the Invasion of Privacy Act to protect certain privacy rights of California citizens. The legislature expressly recognized that "the development of new devices and techniques for the purpose of eavesdropping upon private communications ... has

1 created a serious threat to the free exercise of personal liberties and cannot be tolerated in a free
 2 and civilized society.” Cal. Penal Code § 630.

3 13. The California Supreme Court has repeatedly stated the “express objective” of
 4 CIPA is to “protect a person placing or receiving a call from a situation where the person on the
 5 other end of the line *permits an outsider to tap his telephone or listen in on the call.*” *Ribas v.*
 6 *Clark*, 38 Cal. 3d 355, 364 (1985) (emphasis added); *see also Smith v. LoanMe, Inc.*, 11 Cal. 5th
 7 183, 200 (2021) (explaining that “a substantial distinction has been recognized between the
 8 secondhand repetition of the contents of a conversation and *its simultaneous dissemination to an*
 9 *unannounced second auditor*, whether that auditor be a person or mechanical device.”).

10 14. As part of CIPA, the California Legislature introduced § 631(a), which prohibits any
 11 person or entity from (i) “intentionally tap[ping], or mak[ing] any unauthorized connection … with
 12 any telegraph or telephone wire,” (ii) “willfully and without the consent of all parties to the
 13 communication … read[ing], or attempt[ing] to read, or to learn the contents or meaning of any …
 14 communication while the same is in transit or passing over any wire, line, or cable, or is being sent
 15 from, or received at any place within [California],” or (iii) “us[ing], or attempt[ing] to use … any
 16 information so obtained.” CIPA § 631(a) also penalizes those who “aids, agrees with, employs, or
 17 conspires with any person” who conducts the aforementioned wiretapping.

18 15. The California Legislature also enacted CIPA § 632(a), which prohibits any person
 19 or entity from “intentionally and without the consent of all parties to a confidential communication,
 20 us[ing] an electronic amplifying or recording device to eavesdrop upon or record [a] confidential
 21 communication.”

22 16. Individuals may bring an action against the violator of CIPA §§ 631 and 632 for
 23 \$5,000 per violation. Cal. Penal Code § 637.3.

24 **II. Defendant Violates the California Invasion of Privacy Act**

25 17. As a video on Defendant’s website describes, Amazon Connect is a “cloud contact
 26 center that helps you anticipate and exceed your customers’ needs.”⁸ Amazon Connect does this

27
 28 8 <https://aws.amazon.com/connect/>.

1 by “tap[ping] into advanced AI and ML capabilities, delivering superior customer experiences and
 2 improving outcomes for your business and contact center,” including “personalized service,” and
 3 “quick access to information and automatic recommendations.”⁹

4 18. A number of features of Amazon Connect use machine learning to “provide[] a set
 5 of conversational analytics and quality management capabilities...that helps [entities] understand
 6 and classify the sentiment, trends, and compliance” of conversations¹⁰ during calls.

7 19. The call analytics can be used to “automatically categorize contacts based on uttered
 8 keywords and phrases,” “investigate customer sentiment,” “search call and chat transcripts,”
 9 “monitor agent performance in real-time,” and “define and assess” agent adherence to required
 10 scripts.¹¹

11 20. For instance, when the Contact Lens feature is enabled, entities are able to search
 12 the analyzed and transcribed recordings based on the speaker, any keywords, sentiment score, non-
 13 talk time for calls, and response time for chats.¹² Contact Lens analyzes the sentiment of each
 14 speaker turn in a conversation as positive, negative or neutral.¹³ To assign a sentiment score, two
 15 factors are considered: the number of times the sentiment is positive, negative or neutral, and the
 16 consecutive turns with the same sentiment.¹⁴

17 21. Amazon Connect also provides

18 self-service tools and intelligent automation, such as natural language
 19 chatbots, interactive voice response (IVR), and automated customer voice
 20 authentication. Amazon Connect provides a seamless omnichannel
 21 experience for agents and managers for voice, chat, and task management
 22 to ensure customers are routed with their conversation’s full context or work
 23 across applications when switching channels. Once Amazon Connect has
 24 identified the customer’s needs, skills-based routing matches them with the
 25 best available agent most likely to resolve their issue. Amazon Connect has

26
 27
 28
 9 *Id.*

10 <https://aws.amazon.com/connect/contact-lens/>

11 <https://docs.aws.amazon.com/connect/latest/adminguide/contact-lens.html>

12 <https://docs.aws.amazon.com/connect/latest/adminguide/search-conversations.html>)

13 <https://docs.aws.amazon.com/connect/latest/adminguide/sentiment-scores.html>)

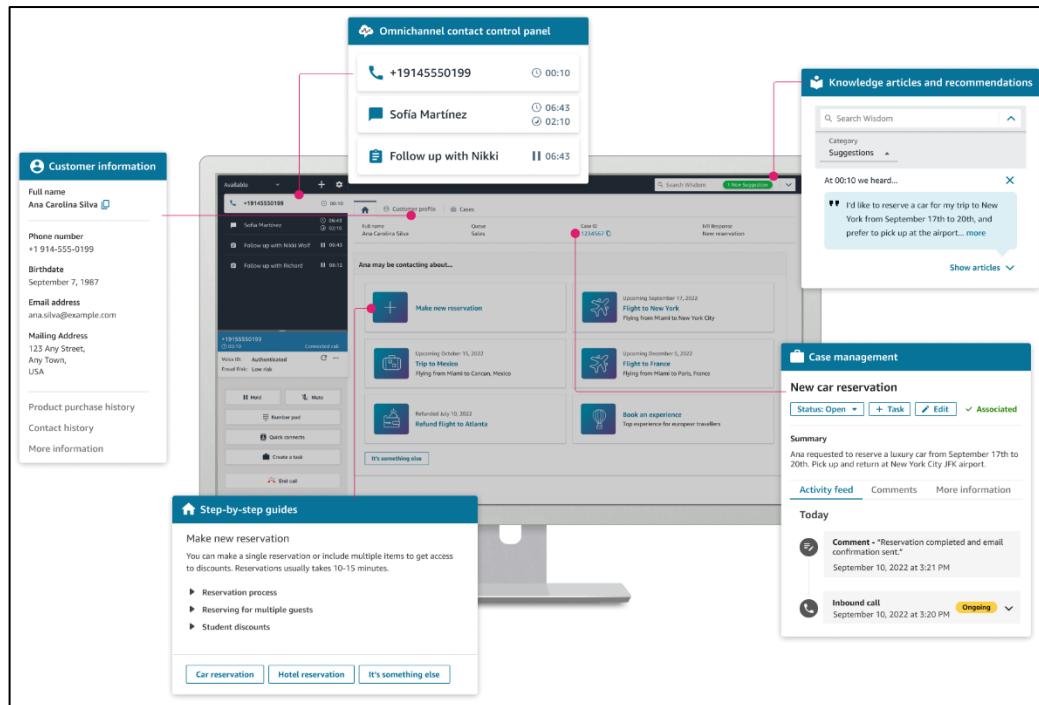
14 *Id.*

1 the automation capabilities you need to improve efficiency and reduce agent
 2 time spent performing repetitive functions.¹⁵

3 22. In addition, Amazon Connect can integrate with the Salesforce Service Cloud
 4 Voice, whereby “[a]gents use an intuitive softphone that uses the power of Amazon Connect,
 5 including real-time call transcription, to better serve your customers.”¹⁶

6 23. Further, Amazon Connect “log[s] behavior, set[s] text-to-speech language and
 7 voice, captur[es] customer inputs (spoken or by pressing 0-9 on the phone keypad), play[s]
 8 prompts, and transfer[s] a customer to a queue.”¹⁷

9 24. Moreover, Amazon Connect can be used to create follow up tasks for customer
 10 service agents, help make recommendations to customers, and compile user data for ease of use:



22 25. When Amazon Connect is used on a telephone conversation, it is not like a tape
 23 recorder, or a “tool” used by one party to record the other. Instead, Amazon Connect involves
 24 Amazon – a separate and distinct third-party entity from the parties to the conversation – using
 25 Amazon Connect to eavesdrop upon and record a conversation to which it is not a party. This is so

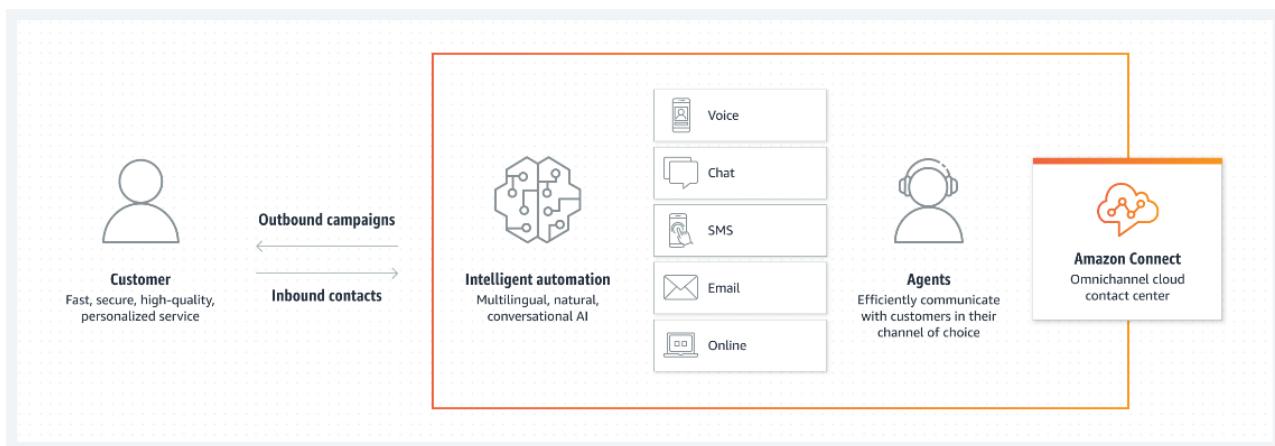
26 ¹⁵ https://aws.amazon.com/connect/features/#IVR.2C_chatbots.2C_and_contact_center_automation.

27 ¹⁶ <https://aws.amazon.com/connect/features/>

28 ¹⁷ *Id.*

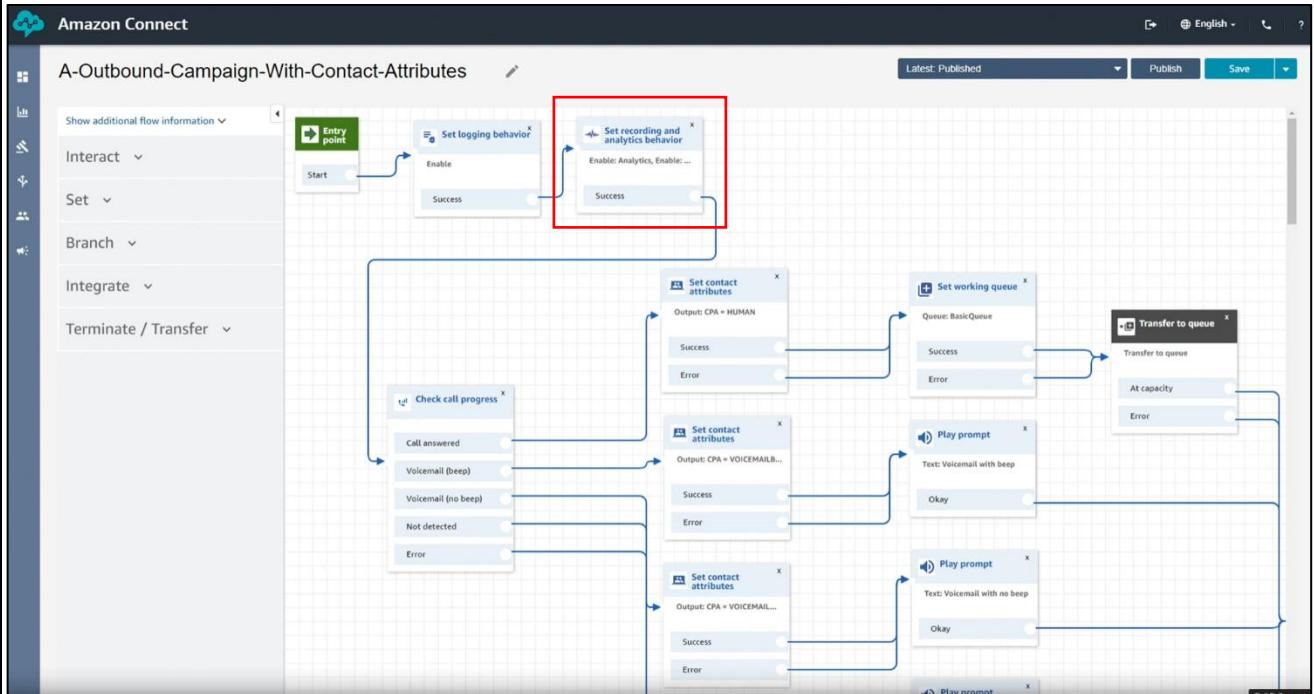
1 because Amazon itself is collecting the content of any conversation before said data is provided to
 2 any entity that was a party to the conversation (like Capital One). Amazon also needs access to the
 3 data in order to service customers like Capital One, such as through “skills-based routing” of
 4 customers to various agents or to help customer service agents make recommendations. Amazon
 5 thus also has the capability to analyze any data it collects through its Amazon Connect platform
 6 (and, in fact, does analyze data it collects in this manner, *i.e.*, by determining the agent best suited
 7 to meet a customer’s needs).

8 26. Indeed, diagrams on Amazon’s website make clear that when an agent is listening to
 9 a conversation, Amazon is also listening simultaneously through Amazon Connect:

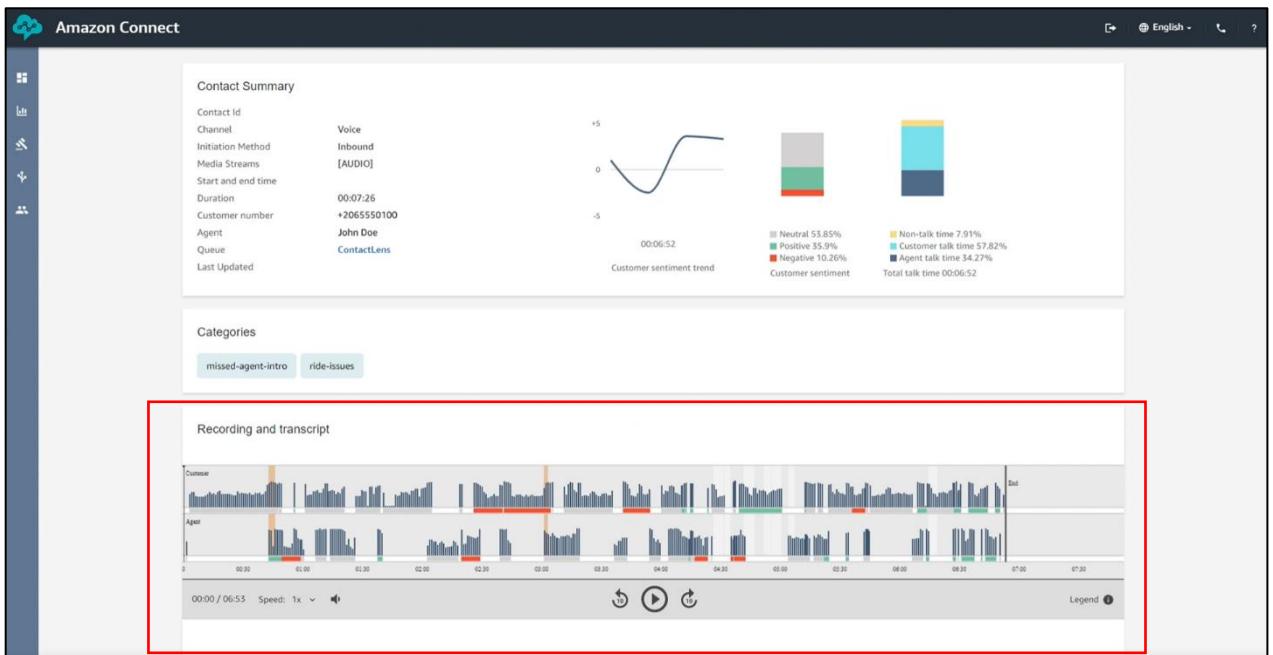


17 27. Similarly, another video presentation on Amazon’s website includes a flow chart
 18 representative of calls with customer service agents.¹⁸ As the flow chart displays, customers can
 19 enable Amazon to “record” and “analyze” calls before a call even begins, such that once a call
 20 starts, the recording and analyze is done contemporaneously with the conversation:

21
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 23
 24
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 27
 28 ¹⁸ <https://amer.resources.awscloud.com/contact-center/aws-amazon-connect-voiceid>.



28. Likewise, once the call has completed, Amazon provides the recording and transcription of the call (and can provide details like customer sentiment analysis and customer vs. agent talk time), which likewise illustrates that Amazon must have access to the contents of a communication in order to provide these features:



29. Amazon further cements that it has the capability to use the contents of conversations it collects through Amazon Connect in its AWS Service Terms, which are applicable

1 to all services Defendant provides (like Amazon Connect). For instance, Amazon can use “use
 2 information about how [customers] use and interact with the Services to improve those Services.”¹⁹
 3 The terms also note that customers can “request that Amazon Connect record an applicable audio
 4 session along with chat and other types of recordings.”²⁰ Further, by using “Amazon Connect
 5 [Machine Learning] Content,” customers agree that Amazon:

6 may use and store Amazon Connect ML Content to maintain and provide
 7 Amazon Connect ML Services (including development and improvement
 8 of Amazon Connect ML Services and their underlying technologies); (ii)
 9 we may use and store Amazon Connect ML Content that is not personal
 10 data to develop and improve AWS and affiliate machine-learning and
 11 artificial intelligence technologies; and (iii) solely in connection with the
 12 development and improvement described in clauses (i) and (ii), we may
 13 store your Amazon Connect ML Content in AWS regions outside the AWS
 14 regions where you are using Amazon Connect ML Services.²¹

15 30. Amazon Connect is used on calls between Capital One and consumers, through
 16 which Amazon records, gains access to, and otherwise reads, attempts to read, or learns the
 17 contents of conversations between Capital One and consumers. Amazon then has the capability to
 18 analyze the contents of conversations it collects.

19 31. During consumers’ calls with Capital One’s support center, Capital One fails to
 20 inform consumers, prior to any recording: (i) that third party, Amazon, is listening in on
 21 consumers’ confidential communications with Capital One, (ii) that third party, Amazon, is tapping
 22 or otherwise making an unauthorized connection with the consumer’s telephone conversation using
 23 Amazon Connect, and (iii) that the content of consumers’ confidential communications with
 24 Capital One are being recorded, collected, intercepted, and analyzed by third party, Amazon, using
 25 Amazon Connect.

26 32. Capital One, likewise, fails to pursue or obtain prior consent, express or otherwise,
 27 from Customer Support Center callers, prior to allowing Amazon to record, examine, intercept,
 28 collect, and analyze the content of consumers’ confidential conversations with Capital One.

19 <https://aws.amazon.com/service-terms/>, at ¶ 1.20.

20 *Id.*, at ¶ 54.5.

21 *Id.*, at ¶ 54.7(a).

1 33. The Amazon Connect service was designed to record in real-time confidential
 2 phone conversations, and was designed to have the capability to analyze the same. As such, when
 3 Amazon provided the Amazon Connect service to Capital One, it was Amazon's intention to
 4 record the confidential communications of Capital One's customers.

5 34. Therefore, Defendant's conduct violates the rights of consumers set forth by CIPA
 6 §§ 631 and 632.

7 **III. Plaintiff Gladstone's Experience**

8 35. Plaintiff Gladstone is a customer of Capital One.

9 36. Plaintiff Gladstone placed several calls to Capital One's Customer Support Center
 10 within the past year.

11 37. Plaintiff Gladstone was in California when she made calls to Capital One's
 12 Customer Support Center. Accordingly, Plaintiff Gladstone's calls were intercepted by Amazon,
 13 as described below, while the calls were "being sent from ... any place within [California]." Cal.
 14 Penal Code § 631(a).

15 38. Plaintiff Gladstone reasonably expected her conversations with Capital One to be
 16 confidential and only between Plaintiff Gladstone and Capital One (and any entities that Capital
 17 One directed her inquiry too). These conversations were with a banking entity, which naturally
 18 involves the discussion of confidential information, and Plaintiff Gladstone spoke to Capital One
 19 on her personal telephone and not in the direct presence of others.

20 39. During one call with Capital One in or about October 2022, Plaintiff Gladstone
 21 called the Capital One main customer service line to inquire as to how to transfer funds from one
 22 account to another and to obtain a trust certification form.

23 40. In another call around October 2022, Plaintiff Gladstone contacted Capital One's
 24 support center using the phone number on the back of her Visa credit card issued by Capital One to
 25 initiate a partial refund using her travel insurance, for a trip she was unable to take because of an
 26 injury.

27 41. In another call around approximately March 2022, Plaintiff Gladstone called Capital
 28 One's main customer service line to inquire about an electronic transfer.

1 42. During these calls with Capital One, Plaintiff Gladstone was asked to make various
 2 “yes” or “no” statements to respond to questions Capital One asked her, or to otherwise provide
 3 additional information to Capital One.

4 43. Unbeknownst to her, when Plaintiff Gladstone called Capital One’s customer
 5 support center, her telephone conversation was captured, recorded, accessed, and read by Amazon
 6 through the Amazon Connect service, which provided Amazon with the capability to analyze the
 7 contents of Plaintiff Gladstone’s conversations’ with Capital One as outlined above. This
 8 interception occurred as Plaintiff Gladstone was on the phone with Capital One (*i.e.*, in transit).

9 44. Capital One did not procure Plaintiff Gladstone’s consent, prior to Amazon tapping
 10 Plaintiff Gladstone’s phone or wiretapping her confidential communications with Capital One.

11 45. Plaintiff Gladstone did not give her prior consent, express or otherwise, to
 12 Defendant to allow Amazon to wiretap her confidential communications with Capital One.

13 46. Plaintiff Gladstone has, therefore, had her privacy severely invaded and exposed to
 14 the risks and harmful conditions created by Defendant’s violations of CIPA alleged herein.

15 CLASS ALLEGATIONS

16 47. Plaintiff seeks to represent a class defined as all residents of the State of California
 17 who had the contents of their conversations recorded by Amazon using Amazon Connect (the
 18 “Class”).

19 48. Plaintiff also seeks to represent a subclass defined as all residents of the State of
 20 California who had the contents of their conversations with Capital One recorded by Amazon using
 21 Amazon Connect (the “Subclass”).

22 49. The Class and Subclass shall be collectively referred to as the “Classes.”

23 50. The following people are excluded from the Classes: (1) any Judge presiding over
 24 this action and members of the Judge’s family; (2) Defendant, Defendant’s subsidiaries, parents,
 25 successors, predecessors, and any entity in which Defendant or its parents have a controlling
 26 interest (including current and former employees, officers, or directors); (3) persons who properly
 27 execute and file a timely request for exclusion from the Classes; (4) persons whose claims in this
 28 matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiff’s counsel and

1 Defendant's counsel; and (6) the legal representatives, successors, and assigns of any such
 2 excluded persons.

3 **51. Numerosity:** The number of persons within the Classes are substantial and believed
 4 to amount to thousands, if not millions of persons. It is, therefore, impractical to join each member
 5 of the Classes as a named plaintiff. Further, the size and relatively modest value of the claims of
 6 the individual members of the Classes renders joinder impractical. Accordingly, utilization of the
 7 class action mechanism is the most economically feasible means of determining and adjudicating
 8 the merits of this litigation. Moreover, the Classes are ascertainable and identifiable from
 9 Defendant's records.

10 **52. Commonality and Predominance:** There are well-defined common questions of
 11 fact and law that exist as to all members of the Classes and that predominate over any questions
 12 affecting only individual members of the Classes. These common legal and factual questions,
 13 which do not vary between members of the Classes, and which may be determined without
 14 reference to the individual circumstances of any Class members, include, but are not limited to, the
 15 following:

- 16 (a) Whether Defendant violated CIPA §§ 631 and 632;
- 17 (b) Whether Defendant sought or obtained prior consent, express or
 18 otherwise—from Plaintiff and the Class; and
- 19 (c) Whether Plaintiff and members of the Classes are entitled to actual
 20 and/or statutory damages for the aforementioned violations.

21 **53. Typicality:** The claims of the named Plaintiff are typical of the claims of the
 22 Classes because the named Plaintiff, like all other members of the Classes, called Capital One's
 23 Customer Support Center and had the content of her confidential communications with Capital One
 24 recorded, stored, collected, read, analyzed, and/or examined by Amazon.

25 **54. Adequate Representation:** Plaintiff is an adequate representative of the Classes
 26 because her interests do not conflict with the interest of the Class members she seeks to represent,
 27 she has retained competent counsel experienced in prosecuting class actions, and she intends to

prosecute this action vigorously. The interest of members of the Classes will be fairly and adequately protected by Plaintiff and her counsel.

55. **Superiority:** The class mechanism is superior to other available means for the fair and efficient adjudication of the claims of members of the Classes. Each individual member of the Classes may lack the resources to undergo the burden and expense of individual prosecution of the complex and extensive litigation necessary to establish Defendant's liability. Individualized litigation increases the delay and expense to all parties and multiplies the burden on the judicial system presented by the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. In contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court on the issue of Defendant's liability. Class treatment of the liability issues will ensure that all claims and claimants are before this Court for consistent adjudication of the liability issues.

CAUSES OF ACTION

COUNT I

Violation of the California Invasion of Privacy Act, Cal. Penal Code § 631(a)

56. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set forth herein.

57. Plaintiff brings this claim individually and on behalf of the members of the proposed Classes against Defendant.

58. CIPA § 631(a) imposes liability for “distinct and mutually independent patterns of conduct.” *Tavernetti v. Superior Ct.*, 22 Cal. 3d 187, 192 (1978).

59. To establish liability under CIPA § 631(a), a plaintiff need only establish that the defendant, “by means of any machine, instrument, contrivance, or in any other manner,” does any of the following:

Intentionally taps, or makes any unauthorized connection, whether physically, electrically, acoustically, inductively or otherwise, with any telegraph or telephone wire, line, cable, or instrument, including

the wire, line, cable, or instrument of any internal telephonic communication system,

Or

Willfully and without the consent of all parties to the communication, or in any unauthorized manner, reads or attempts to read or learn the contents or meaning of any message, report, or communication while the same is in transit or passing over any wire, line or cable or is being sent from or received at any place within this state,

Or

Uses, or attempts to use, in any manner, or for any purpose, or to communicate in any way, any information so obtained,

Or

Aids, agrees with, employs, or conspires with any person or persons to unlawfully do, or permit, or cause to be done any of the acts or things mentioned above in this section.

60. Amazon's Amazon Connect product is a "machine, instrument, contrivance, or ...

“other manner” used to engage in the prohibited conduct at issue here.

61. Amazon is a “separate legal entity that offers ‘software-as-a-service’ and not merely a passive device.” *Saleh v. Nike, Inc.*, 562 F. Supp. 3d 503, 520 (C.D. Cal. 2021). Accordingly, Amazon was a third party to any communication between Plaintiff and members of the Classes, on the one hand, and any entity Plaintiff and members of the Classes were communicating with, such as Capital One, on the other. *Id.* at 521; *see also Javier v. Assurance IQ, LLC*, 2023 WL 114225, at *6 (N.D. Cal. Jan. 5, 2023).

62. At all relevant times, through Amazon Connect, Amazon intentionally tapped, electrically or otherwise, the lines of telephone communication between Plaintiff and members of the Classes, on the one hand, and the entities with whom Plaintiff and members of the Classes were communicating, on the other hand.

63. At all relevant times, through Amazon Connect, Amazon willfully and without the consent of all parties to the communication, or in any unauthorized manner, read or attempted to read or learn the contents or meaning of electronic communications of Plaintiff and members of the Classes, while the electronic communications were in transit or passing over any wire, line or cable or were being sent from or received at any place within California.

64. At all relevant times, through Amazon Connect, Amazon had the capability to analyze the content of Plaintiff's and members of the Classes' communications.

65. Plaintiff and members of the Classes did not consent to any of Defendant's actions discussed above. Nor have Plaintiff or members of the Classes consented to Defendant's intentional access, interception, reading, learning, recording, collection, and analysis of Plaintiff and members of the Classes' communications.

66. The violation of CIPA § 631(a) constitutes an invasion of privacy sufficient to confer Article III standing.

67. Pursuant to Cal. Penal Code § 637.2, Plaintiff and members of the Classes have been injured by the violations of CIPA § 631(a), and each seeks statutory damages of \$5,000 for each of Amazon's violations of CIPA § 631(a).

COUNT II
**Violation of the California Invasion of Privacy Act,
Cal. Penal Code § 632**

68. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set forth herein.

69. Plaintiff brings this claim individually and on behalf of the members of the proposed Classes against Defendant.

70. CIPA § 632(a) prohibits an entity from:

[I]ntentionally and without the consent of all parties to a confidential communication, use[] an electronic amplifying or recording device to eavesdrop upon or record the confidential communication, whether the communication is carried on among the parties in the presence of one another or by means of a telegraph, telephone, or other device, except a radio.

71. Amazon's Amazon Connect product is an "electronic amplifying or recording device."

72. At all relevant times, the communications between Plaintiff and the Classes, on the one hand, and Capital One, on the other, were confidential.

73. At all relevant times, Amazon intentionally used Amazon Connect to eavesdrop upon and record the confidential communications of Plaintiff and Members of the Classes, on the one hand, and Capital One, on the other.

74. When communicating with Capital One, Plaintiff and Members of the Classes had an objectively reasonable expectation of privacy. Plaintiff and the Classes did not reasonably expect that anyone other than Capital One would be on the line, and that a third-party entity, Amazon, would intentionally use an electronic amplifying or recording device to eavesdrop upon and record the confidential communications of Plaintiff and Classes.

75. Plaintiff and members of the Classes did not consent to any of Amazon's actions. Nor have Plaintiff or members of the Classes consented to Amazon's intentional use of an electronic amplifying or recording device to eavesdrop upon and record their confidential communications.

76. The violation of CIPA § 632(a) constitutes an invasion of privacy sufficient to confer Article III standing.

77. Pursuant to Cal. Penal Code § 637.2, Plaintiff and members of the Classes have been injured by the violations of CIPA § 632(a), and each seeks statutory damages of \$5,000 for each of Amazon's violations of CIPA § 632(a).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court grant Plaintiff and all members of the proposed classes the following relief against Defendant:

- (a) For an order certifying the Classes under Fed. R. Civ. P. 23, naming Plaintiff as the representative of the Classes, and naming Plaintiff's attorneys as Class Counsel to represent the Classes;
- (b) For an order declaring that Defendant's conduct violates the statutes referenced herein;
- (c) For an order finding in favor of Plaintiff and the Classes on all counts asserted herein;
- (d) For statutory damages of \$5,000 for each violation of CIPA §§ 631(a) and 632(a);
- (e) For pre-and post-judgment interest on all amounts awarded;

- (f) For an order of restitution and all other forms of equitable monetary relief; and
- (g) For an order awarding Plaintiff and the Classes their reasonable attorney's fees and expenses and costs of suit.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all issues so triable.

Dated: September 7, 2023

Respectfully submitted,

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